Remarks

The examiner set forth several objections to the form of the original claims, pointing out errors in drafting for which the applicant is grateful. With respect to such objections as they may apply to the newly presented claims, applicant directs the examiner to the recitation of "an operatively engaged battery assembly unit" in claim 16. While the "operatively engaged battery assembly unit" phrase is previously used in claim 15, this earlier use of the phrase is in the context of positively reciting a means-plus-function element and does not serve to positively recite the actual battery assembly unit. Rather, in claim 15 as in claim 16, the battery assembly unit is a workpiece of the element claimed as a means-plus-function element rather than a positively recited element itself of the claimed invention. Accordingly, applicant respectfully submits that use of the indefinite article with the phrase is proper in claim 16 because the battery assembly unit has not been previously positively recited for that claim.

Reexamination and reconsideration of the application, as amended, are respectfully requested. In support whereof, applicant by his undersigned counsel states as follows:

The examiner rejected claims 1-10, now cancelled, under 35 U.S.C. § 103(a) as being unpatentable over Mansfield (U.S. 6,435,768) in view of Ranstrom et al. (U.S. 3,999,110). The examiner pointed out that the coupling of a drill such as that taught by Ramstrom to provide mechanical power to a boat lift controller such as that taught by Mansfield results in a combination that, the examiner asserted, would read on the claims as originally drafted and filed.

The present invention, however, is not directed to a removable battery assembly providing mechanical power to a boat lift controller. The present invention is directed to a boat lift controller wherein the removable battery assembly provides both electrical power and electronic control to the control unit to enable operation of the boat lift (page

4, lines 9-12). Security is afforded to operation of the boat lift by virtue of the fact that removal of the battery assembly from the boat lift controller renders the boat lift electrically and electronically inoperative. The newly added claims make this distinction between the present invention and the cited art clear.

In new claims 11-14, the battery assembly unit is recited as "removably engaged in electronic communication" with the control unit. Neither Mansfield or Ramstrom et al., alone or in combination, teach a battery assembly unit engaged in electronic communication with a control unit.

The electronic nature of the present invention is further clarified in the recitation of "electronic circuitry necessary for controller operation" in the battery assembly in new claims 11-14. Yet further, claims 13, 14, 16, 18 and 19 all refer to electronic lock and key arrangements lacking in Mansfield and Ramstrom et al., either alone or in combination. Yet further, claims 15 and 16, in a vein similar to that of claim 11, describe the control unit as having a means for operatively and electronically engaging a battery assembly unit, while no such means is taught in either cited art reference, alone or in combination.

Further still, claims 17-20 recite a means for the battery assembly unit electronically and operatively to engage and supply electrical power to the control unit, means lacking in the cited art. Yet further, claims 17-20 recite some, but not all, of the electronic circuitry necessary for operation of the boat lift controller as an element of the battery assembly unit, in distinction from the cited art.

The differences between the invention as claimed and the cited art, alone or in combination, are significant. The cited art does not provide for electronic communication between a battery assembly and a control unit. The cited art further does not provide for electronic locking of the boat lift controller by way of an electronic key in the battery

assembly. The cited art further does not set forth a means whereby the control unit may electronically engage the battery assembly unit. Yet further, the cited art does not set forth a means whereby the battery assembly unit provides electrical power to the control unit.

"In order to render a claimed apparatus or method obvious, the prior art must enable one skilled in the art to make and use the apparatus or method." *Motorola, Inc. v. Interdigital Tech. Corp.*, 43 U.S.P.Q.2d 1481, 1489 (Fed. Cir. 1997) (quoting *Beckman Instruments, Inc. v. LKB Prudukter AB*, 13 U.S.P.Q.2d 1301, 1304 (Fed. Cir. 1989)).

Here, the cited references could not enable one skilled in the art to make and use the claimed invention. Accordingly, applicant respectfully submits that the invention, as claimed in the amended claims submitted herewith, is patentable over the cited art.

In view of the foregoing, it is submitted that the claims as amended are in condition for allowance. Reconsideration of the rejections is requested. Allowance of the claims as amended at an early date is solicited.

Respectfully submitted,

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CERTIFICATE OF MAILING PURSUANT TO 37 CFR § 1.8

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Date of signature: July 10, 2005

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